

City of Oak Ridge

INTERCONNECTION AND PARALLEL OPERATION AGREEMENT

FOR RENEWABLE GENERATION OPERATING UNDER GENERATION PARTNERS PROGRAM

This Interconnection Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by _____, (“Distributor”), a corporation organized under the laws of _____, and _____ who has executed a participation agreement under the TVA Generation Partners Program and hereinafter referred to as Participant, and

WHEREAS, the Participant has requested interconnection services to purchase the output of renewable generation that is owned by the Participant or a third party (see attached Application For Interconnection) at the Participant’s presently metered location, which is _____.

Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Scope of Agreement

1.1. This Agreement is applicable to conditions under which the Distributor and the Participant agree that one or more generating systems and all related interconnection equipment (described in the Application For Interconnection of Distributed Generation and attached to this agreement and hereinafter referred to as “Qualifying System”) located at Participant’s presently metered location with gross power rating of ____ kW and to be interconnected at ____ kV may be interconnected to the Distributor’s electric power distribution system (“System”). Execution of this agreement allows the Participant to proceed with procurement and installation of the system **but Participant is not allowed to proceed with parallel operation** until Distributor has received a completed Certificate of Completion, Distributor has conducted an onsite inspection and witnessed any required commissioning test or waived such test, and has given Participant written authorization to proceed with parallel operation.

2. Establishment of Point of Interconnection

2.1. The point where the electric energy first leaves the wires or facilities owned by the Distributor and enters the wires or facilities provided by Participant is the “Point of Interconnection.” Distributor and Participant agree to interconnect the Qualifying System at the Point of Interconnection in accordance with the Distributor’s rules, regulations, by-laws, and rates (the “Rules”) which are incorporated herein by reference and the generator and all related interconnection equipment will comply with the Distributor’s Distributed Generation Interconnection Procedures

3. General Responsibilities of the Parties

3.1. Distributor has reviewed the proposed generation and related equipment as described in the Application for compliance with Distributor’s Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:

- 3.1.1. Qualifying System has been certified as meeting the applicable codes and standards and has passed the Fast Track Screening Process, or
- 3.1.2. Distributor in agreement with Participant has conducted additional engineering evaluations or detailed impact studies and any necessary System upgrades or changes identified by these additional studies have been implemented and Participant has paid for such changes where necessary;
- 3.2. Participant shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules and environmental restrictions, including the latest version of the National Electrical Code applicable to the design, installation, operation and maintenance of its Qualifying System.
- 3.3. The Participant shall provide Local Building Code Official inspection and certification of installation forms to the Distributor. The certification shall reflect that the code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
- 3.4. After installation, the Participant shall return the Certificate of Completion to the Distributor. Prior to parallel operation, the Distributor may inspect the Qualifying System for compliance with standards which may include a witness test. Distributor must provide written authorization before Participant can begin parallel operation.
- 3.5. Participant shall conduct operations of its Qualifying System in compliance with all aspects of the Rules and in accordance with industry standard prudent engineering practice and must comply with the latest version of IEEE 519.
- 3.6. The Participant shall be responsible for protecting its renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the System in delivering and restoring power; and shall be responsible for ensuring that the Qualifying System is inspected, maintained, and tested on an ongoing basis in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Distributor will have the right to request and receive copies of the test results.

4. Inspection and On-Going Compliance

- 4.1. Distributor will provide Participant with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when Distributor may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Distributor shall have access to the Participant's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet Distributor's legal obligation to provide service to its customers.

5. Manual Isolating Switch

- 5.1. Participant must install a manual, lockable, visible load break isolation switch between the generation source and the Distributor's system that is visibly marked "**Participant Generation Isolating Switch**". **The Isolation Switch is for the exclusive use of the Distributor and the Participant hereby agrees to refrain from operating or tampering with the switch.** The isolating switch shall be mounted separate from but adjacent to the Distributor's meter socket. The Participant shall ensure that such manual disconnect switch shall remain readily accessible to Distributor and be capable of being locked in the open position with a single Distributor utility

padlock. A permanent, weatherproof single line diagram of the facility must be located adjacent to the isolating switch. Names and current telephone numbers of at least two persons authorized to provide access to the facility that have authority to make decisions regarding the interconnection and operation of the Qualifying System will be included.

6. Disconnection / Reconnection

- 6.1. Distributor may open the manual isolating switch or disconnect the Participant's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Qualifying System, without prior notice to the Participant. To the extent practicable, however, prior notice shall be given. If prior notice is not given, Distributor may at the time of disconnection leave a door hanger notifying the Participant that its Participant-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. As soon as practicable after the condition(s) necessitating disconnection has been remedied, Distributor will unlock the isolating switch so Participant may reenergize the Qualifying System. Note: **During major storm damage repair and restoration, it is likely the isolating switch will be locked open and tagged without notice and without a door hanger being left. A red hold tag will be placed on the open, locked isolating switch to ensure safety of workers. The isolating switch shall not be operated by the participant, or their agents.**
- 6.2. Distributor has the right to disconnect the Participant-owned renewable generation at any time. Some examples of situations that may require disconnect are:
 - 6.2.1. Emergencies or maintenance requirements on Distributor's system;
 - 6.2.2. Hazardous conditions existing on Distributor's system due to the operation of the Participant's generating or protective equipment as determined by Distributor; and
 - 6.2.3. Adverse electrical effects, such as power quality problems, on the electrical equipment of Distributor's other electric consumers caused by the Participant-owned renewable generation as determined by Distributor.

7. Modifications/Additions to Participant-owned Renewable Generation

- 7.1. If the Qualifying System is subsequently modified in order to increase or decrease its Gross power rating or any components are changed, the Participant must provide Distributor with written notification that fully describes the proposed modifications at least thirty (30) calendar days prior to making the modifications.

8. Indemnity

- 8.1. Participant agrees to release, indemnify, and save harmless the City of Oak Ridge, TVA, the United States of America, and their respective agents and employees from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, or loss of life or property, sustained by Participant, Participant's agents and family, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect, or failure of Participant's Qualifying System. The obligations of this section 8.1 shall survive termination of this agreement.

9. Assignment

- 9.1. The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 9.2. An assignee to this Interconnection Agreement shall be required to assume in writing the Participant's rights, responsibilities, and obligations under this Interconnection Agreement.

10. Insurance

- 10.1. Distributor requires the following levels of Liability Insurance for Personal Injury and Property damage during the entire term of this Interconnection Agreement. Insurance amounts vary as a function of the size of the system. The participant has already provided evidence of the correct level for their Qualifying System and a copy of the policy is attached:

10.1.1. Generation up to 10 kW - Participant maintains an amount of not less than

Comprehensive General Liability:

Bodily Injury	\$300,000 \$700,000	each occurrence aggregate
Property Damage	\$ 100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

10.1.2 Generation greater than 10 kW but equal or less than 250 kw - Participant maintains an amount of not less than

Comprehensive General Liability:

Bodily Injury	\$300,000 \$1,000,000	each occurrence aggregate
Property Damage	\$ 500,000	each occurrence
Or Combined Single Limit of	\$ 1,000,000	

10.1.3 Generation greater than 250 kW but less than 1 MW - Participant maintains an amount of not less than

Comprehensive General Liability:

Bodily Injury	\$300,000 \$1,000,000	each occurrence aggregate
Property Damage	\$ 1,000,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

11. Effective Term and Termination Rights

11.1. This Agreement becomes effective when executed by both Parties and shall continue in effect as long as the Generation Partners Attachment A, Participation Agreement between Distributor and Participant is in effect. This Agreement will be terminated immediately upon the termination of the Generation Partners Attachment A, Participation Agreement.

12. Entirety of Agreement and Prior Agreements Superseded

12.1. This Agreement, including the Rules, the Generation Partners Attachment A, Participation Agreement executed by Distributor and Participant, and all attached Exhibits, are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the Qualifying System of the Parties at the Point of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein, in the Participant's Application for Interconnection of Distributed Generation, Certificate of Completion, the Generation Partners Attachment A, Participation Agreement or other written information provided by the Participant in compliance with the Rules.

13. Notices

13.1. Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Distributor:

(b) If to Participant:

14. Governing Law

14.1 This agreement is governed by the laws of the State of Tennessee.

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

[DISTRIBUTOR NAME]

[PARTICIPANT NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____